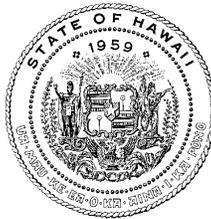




**REQUEST FOR PROPOSAL  
FOR  
EXPERIENCES OF HAWAII  
POST-ARRIVAL MARKETING CAMPAIGN**

HTA RFP NO. 18-09



Hawai'i Tourism Authority  
State of Hawai'i  
1801 Kalākaua Avenue  
Hawai'i Convention Center, First Level  
Honolulu, Hawai'i 96815

Date of Issuance: Tuesday, November 7, 2017

Procurement Officer/Contract Manager:  
Mr. Ronald D. Rodriguez

**DEADLINE FOR RECEIPT OF SUBMISSION IS  
Friday, December 29, 2017 at 4:30 p.m. HST**  
We will be accepting electronic submissions only.

**REQUEST FOR PROPOSAL  
FOR  
EXPERIENCES OF HAWAI'I  
POST-ARRIVAL MARKETING CAMPAIGN**

**HTA RFP 18-09**

**- TABLE OF CONTENTS -**

| <b>Section:</b>  | <b>Page</b> |
|--|-------------|
| I. Overview and Timeline .....                             | 2           |
| II. Background Information and Objectives .....            | 4           |
| III. Scope of Services and Qualifications .....            | 5           |
| IV. Proposal Guidelines and Scoring Criteria .....         | 6           |
| IV. Provisions, Conditions, Disclaimers, Disclosures ..... | 8           |

**Forms and Attachments (Available on RFP Page of HTA Website)**

Applicant Information Form

W9

Confidentiality Agreement

# I. OVERVIEW AND TIMELINE

---

## Introduction

The HAWAII TOURISM AUTHORITY ("Authority" or "HTA" or "STATE") is issuing this solicitation to seek a qualified contractor to provide a services for a Post-Arrival Marketing Campaign entitled "Experiences of Aloha." Potential applicants are strongly encouraged to sign up for updates to this RFP at <https://eviann.wufoo.com/forms/m17qcf8e17ndhew/> . Those who fill out the form in a timely manner will receive notice of changes and addendums directly to the email indicated on the form.

The Scope of Services and contract term are described in "Section III: Scope of Services & Qualifications" of this RFP. The successful applicant shall be an independent contractor and shall provide management, labor, and any and all other services, as required by the Authority and as outlined in this solicitation.

## Procurement Timetable

The following Procurement Timetable presents a best estimate of when each phase of the process will be completed. Dates are subject to change. All dates and times are in Hawai'i Standard Time Zone.

| <b>ACTIVITIES</b>  | <b>SCHEDULED DATE (Subject to Change)</b> |
|--|---|
| Distribution of RFP                                      | Wednesday, November 8, 2017               |
| Deadline for sending an Email of Interest                | Friday, November 17, 2017                 |
| Deadline for written questions (by 4:30 pm HST)          | Friday, November 17, 2017                 |
| Responses to Written Questions                           | Week of November 20, 2017                 |
| Deadline for Protest of Content to RFP                   | Within 5 calendar days of Responses       |
| <b>Deadline for written submissions (by 4:30 pm HST)</b> | <b>Friday, December 29, 2017</b>          |
| Oral Presentations (if necessary)                        | Week of January 8, 2018                   |
| Notice of Selection or Non-selection                     | Week of January 15, 2018                  |
| Contract Start Date                                      | January 29, 2018                          |
| Contract End Date  | March 31, 2020                            |

## Delivery of the Submissions – Electronically Only (NO PAPER DOCUMENTS)

Your submission will consist of one electronic document containing the following:

- Applicant Information Form
- Proposal Submission
  - Past Performance and Capabilities
  - Work Proposal
  - Price / Budget
- Confidentiality Agreement
- W9
- Hawai'i State Certificate of Vendor Compliance (if available)

The Forms can be found on the RFP page of the HTA website. Please click on RFP No. 18-09 at <http://www.hawaiiourismauthority.org/about-hta/rfps/> .

Each Applicant is required to submit in electronic format to the Procurement Officer designated below, either via email attachment, via a downloadable link, or on a flash drive by the deadline listed in the Procurement Timeline. All emails must include the RFP number in the subject line. Any electronic file should be labelled to read: **RFP 18-09 Post-Arrival Proposal – [Applicant Name]**. Example: RFP 18-09 Post-Arrival Proposal – XYZ Marketing Inc.

The official time for receipt of the email shall be the date and time stamp automatically recorded on the email. Proposals downloadable through a link shall be available for download by HTA no later than the deadline listed in the Procurement Timeline—downloads unavailable at deadline will be considered late. Any flash drive containing a proposal shall be delivered to, and actually received by the HTA at the address below no later than the deadline listed in the Procurement Timeline. Paper submissions and facsimile submissions will not be accepted.

### **Procurement Officer**

Applicants are to submit proposals to, and communicate with, only the Procurement Officer for this solicitation. HTA is not responsible for misinformation or reliance from other sources. Unless otherwise specified in written Addendum to this solicitation, the Procurement Officer and point of contact for this solicitation is:

Ronald D. Rodriguez  
Hawai`i Tourism Authority  
1801 Kalākaua Avenue  
Hawai`i Convention Center, First Level  
Honolulu, Hawai`i 96815

Phone: 808-973-9449

Email: [contracting@gohta.net](mailto:contracting@gohta.net)

Note to past applicants: The email address, [contracting@gohta.net](mailto:contracting@gohta.net), is the designated email address for this solicitation. Please do not use any other email addresses for communication about or submission to this solicitation.

Emails are encouraged over phone calls. Emails should ALWAYS include the RFP number in the subject line. The easier an email is to identify, the more likely we are to answer it first.

### **Solicitation Questions**

Any applicant having questions or requiring clarification or interpretation of any section of the RFP must post these in a Word doc as an email attachment to [contracting@gohta.net](mailto:contracting@gohta.net) by the date specified in the timeline. The HTA will share answers via an Addendum to this RFP.

### **Disclaimer: Cancellation and Cost Liability**

HTA reserves the right to cancel any component of this RFP at any time. HTA assumes no responsibility and bears no liability for costs incurred by an applicant in the preparation and submittal of proposals in response to this RFP.

## II. BACKGROUND INFORMATION AND OBJECTIVES

---

### BACKGROUND

- A. **Hawai'i Tourism Authority.** HTA is a government agency established by the State of Hawai'i in 1998, pursuant to Chapter 201B of the Hawai'i Revised Statutes, to promote and market the State as a visitor destination. HTA is the lead agency and advocate for Hawai'i's tourism industry. Its mission is to strategically manage Hawai'i tourism in a sustainable manner consistent with economic goals, cultural values, preservation of natural resources, community desires and visitor industry needs.
- B. **HTA Five-Year Strategic Plan**  
The four goals of the HTA five-year strategic plan are:
1. Improve the integrity of the destination
  2. Ensure stable economic benefits
  3. Elevate Hawai'i's value perception
  4. Strengthen HTA's reputation
- C. **HTA Post-Arrival Marketing**  
As stated in the HTA's 2016 Five-Year Strategic Plan, one of the HTA's major responsibilities is to ensure that tourism's substantial economic benefits are maintained and grown. This includes stimulating visitor spending on activities more effectively after visitors have arrived in the destination.

### OBJECTIVE OF THIS SOLICITATION

Currently, a post arrival marketing campaign program is being implemented via ad placements in Hawaiian Airlines' Hana Hou magazine, This Week publication on the islands of Kaua'i, O'ahu, Maui, and Hawai'i, advertisement on the in-room hotel video network, and free wifi offered in resort areas across all the four major islands. The "Experiences of Hawai'i" logo is being featured on the campaign. The objective of this program is to:

- Increase visitors' awareness and attendance at HTA-supported programs, projects and events.
- Increase visitors' awareness of towns where there is a need to create economic development via tourism.
- Build awareness of "Experiences of Hawai'i" logo.

### III. SCOPE OF SERVICES & QUALIFICATIONS

---

The CONTRACTOR shall perform and provide, in accordance with industry best practices, all goods and services as described:

**SCOPE:**

The successful CONTRACTOR shall efficiently create a dynamic and engaging post-arrival campaign targeted at visitors that will bring awareness to HTA-funded projects and events in addition to towns that are in need of additional economic development via tourism.

- Develop and implement a 2 (two) year media and marketing plan to promote HTA-sponsored events/program targeted at visitors and towns that are in need of visitor activity, including a timeline.
- The CONTRACTOR will highlight at least two (2) towns per island in the post arrival campaign.
- Use of the “Experiences of Hawai‘i” logo featured on all HTA-supported projects and events in-market advertisements and online.
- The brand and messaging is to be in alignment with the state of Hawai‘i’s brand. <http://www.hawaiitourismauthority.org/default/assets/File/tools/Hawaiian%20Islands%20branding.pdf>
- The CONTRACTOR will refer to the Ma‘ema‘e Tool Kit to represent Hawai‘i in a way that is consistent with our destination’s brand. <http://www.hawaiitourismauthority.org/programs/hawaiian-culture/maemae-program/>

HTA will provide a list of events, projects, and towns to highlight.

## IV. PROPOSAL GUIDELINES

---

### **Proposals must be submitted per the instructions in Section I of this RFP.**

#### **I. APPLICANT INFORMATION FORM**

- This is a fillable form. Once you have completed the form, the form must be printed then signed by a person authorized to bind the organization.
- Primary RFP Contract: The person listed here will be our contact regarding any updates to the RFP process and any questions regarding your submission, as well as any award notices.
- Primary Project Contact: This person listed here will be our post-award contact during the contract phase.

#### **II. PROPOSAL**

##### **A. Demonstrated Past Performance and Capabilities (30 points sub-total)**

- DESCRIPTION OF ORGANIZATION: Provide a brief history of the establishment, development, and accomplishments of the organization.
- QUALIFICATIONS AND EXPERTISE: Describe the qualifications and expertise of the individuals responsible for implementing the project. Include bios/resumes of proposed project staff.
- EXPERIENCE WITH RELATED PROJECTS: List experience with similar projects with comparable scope of work. Provide client references for the projects and among all projects at least three references with which the company has worked within the last three years

##### **B. Work Proposal (50 points sub-total)**

- Propose a media and marketing plan workplan for the "Experiences of Hawai'i" post arrival marketing campaign.
- Propose concepts and ads. Note that there is an online image library (the Knowledge Bank) that can be used (<https://www.barberstock.com/hawaii>).
- Propose the key performance indicators (KPIs) that will be used to measure the success of the campaign. KPIs include but are not limited to:
  - # of print and online advertisements
  - Circulation and Impressions
  - Audience Reach
  - # of visitors who went to an event/program because of the campaign
  - Increased recognition of HTA as a sponsor for the events/programs it funds

##### **C. Proposed Price / Budget (20 points sub-total)**

- OVERALL BUDGET: The overall budget proposed by the offeror shall consist of separate budgets for 2018 and 2019 as well as a combined total amount proposed for entire contract. This is a Firm Fixed-Price Contract.
- COST BREAKDOWN: Provide a breakdown showing what the budget is paying for. The cost breakdown should be clear enough that, if the HTA should decide to make adjustments to the number of deliverables, the HTA would be able to recalculate the costs based on the information provided.

### **III. CONFIDENTIALITY AGREEMENT**

- Print, sign, scan.

### **IV. W9**

- Fill out, print, sign, scan.

### **V. Hawai'i State Certificate of Vendor Compliance (if available)**

- Under Hawai'i law, contractors with the State must provide proof of compliance with applicable laws, via four different agencies, in order to receive a contract of \$2,500 or more. Vendor compliance certification is not required during the application process, but it is required prior to contracting.
- Applicants who do not currently have vendor compliance are strongly encouraged to apply for vendor compliance as soon as possible in order to avoid delays if they are awarded. All approvals can be obtained via one convenient location. Please visit Hawai'i Compliance Express at <https://vendors.ehawaii.gov/hce/splash/welcome.html> . There is a \$12 annual fee for this service.

\* Note: Information entered on the Applicant Information Form must match the information entered on the W9 and on the Hawai'i State Certificate of Vendor Compliance.

## IV. RFP PROCESS & SCORING CRITERIA

---

### **RFP PROCESS:**

An evaluation committee will evaluate all the offerors' submittals based on the below outlined criteria. This process may or may not consist of two phases.

Phase I of this process will be the applicant's written electronic submission. To assist applicants in understanding the RFP and to clear up any inconsistencies, the HTA will accept pre-submittal questions, in writing via word doc, until the time and date established in the Procurement Timeline found in Section I of this RFP. The HTA, and the evaluation committee, reserve the right to select an applicant based on written proposals only.

In Phase II, the HTA may select a short list of one or more applicants for further consideration. This could take the form of, including but not limited to, an oral interview, a request for clarification, a request for best and final offer (BAFO), reference checks, negotiation of key provisions, or any combination thereof. The HTA is under no obligation to enter into an agreement with any of the short-listed offerors.

The HTA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The HTA will use an Evaluation Committee to review and evaluate the proposals. The HTA's contact person is the Procurement Officer and serves as the arbitrator and referee for this RFP. The Procurement Officer does not have a vote. Applicants are forbidden from contacting any member of the Evaluation Committee regarding this RFP. Any attempt to knowingly contact voting members of the Evaluation Committee regarding this RFP could be grounds for disqualification.

Applicants are to rely, for information regarding this RFP, on the RFP itself and information provided by the Procurement Officer. The HTA is not responsible for any misinformation received from other sources.

If it becomes necessary to revise or amend any part of this RFP, the HTA will distribute a revision by written addendum. Applicants will be responsible for adhering to the requirements of any addenda to this RFP.

#### **Applicant Responsibilities:**

A proposal shall be electronically submitted as instructed in Section I of this RFP and will be accepted only if timely received. The responsibility for submitting a response to this RFP on or before the stated due date and time will be solely and strictly that of the applicant. The HTA will not be responsible for emails that are not received because the file is too large or because it was delivered to the wrong email address, or deliveries that are not received due to traffic or other delivery complications.

Proposals will be considered incomplete if Form A does not bear the signature of an authorized individual, officer, or agent of the Applicant who is in a legal position to contractually bind the applicant. The proposals can be withdrawn at any time, if requested in writing, until notice of selection, at which time it will be considered final.

By submitting a proposal, applicant agrees to accept and abide by the terms of this RFP. The HTA reserves the right to reject any or all proposals, to waive any informality or irregularity, and to accept any proposals which it may deem to be in the best interest of the State of Hawai'i.

### **SCORING CRITERIA:**

All applicants will be scored according to the same criteria.

- 1. Demonstrated Past Performance and Capabilities (30%):** Capacity of the organization to perform the work as described. Related experience with projects of a comparable scope of work and complexity as described in this RFP. Qualifications and experience of the individuals in the respondent's team, including the demonstrated past success of the respondent's key personnel.

- 2. Work Proposal (50%):** Reasonableness of the proposed media and marketing workplan. Subjective evaluation of the proposed concepts and ads. Tracking of performance indicators including what will be tracked, how they will be tracked, how they will be reported or presented.
- 3. Price/Budget (20%):** Reasonable proposed budget demonstrating an ability to achieve the stated objectives of the program.

The HTA, through its evaluation committee, reserves the right to reject any and all proposals and to waive minor irregularities. The HTA further reserves the right to shorten or extend posted schedule dates when doing so is reasonable in the best interest of the State of Hawai'i.

| EVALUATION OF SUBMISSION                       | Scoring Range | Evaluator Score |
|--|---------------|-----------------|
| Demonstrated Past Performance and Capabilities | 1-30          |                 |
| Work Proposal                                  | 1-50          |                 |
| Price / Budget                                 | 1-20          |                 |
| <b>TOTAL SCORE</b>                             | <b>3-100</b>  |                 |

## VI. PROVISIONS, CONDITIONS, DISCLAIMERS, AND DISCLOSURES

---

You are encouraged to read each section of the solicitation thoroughly. While sections such as the administrative overview may appear similar to other solicitations, additional information may be added as applicable. It is your responsibility to understand the requirements of this solicitation.

### **1. Authority**

(a) Law. This solicitation is issued under the provisions of the Hawai'i Revised Statutes ("HRS") Chapter 201B. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed Proposal by any prospective applicant will constitute admission of such knowledge.

(b) Procedures. This solicitation has been issued under the procurement policies and procedures of the HTA, which are incorporated herein by reference.

(c) State Procurement Code. HTA procurement is not subject to the Hawai'i Public Procurement Code codified under HRS Chapter 103D and the administrative rules promulgated thereunder ("Hawai'i Procurement Code"). However, the HTA may consider the Hawai'i procurement practices as guidance.

### **2. Government Contract.**

This is a contract with a government agency. As such, customary rules of commercial contracting generally do not apply. Applicants are encouraged to seek advice from experts familiar with government contracts.

### **3. Procurement Timetable**

Note that the schedule of procurement key dates provided herein represents the HTA's best estimate of a schedule that will be followed and may be changed at HTA's discretion. Any changes to this schedule will be reported on the HTA website referencing this solicitation. Contract start dates are subject to the issuance of a notice to proceed. Some items on the timetable may not be necessary or may be for informational purposes only.

### **4. Contracting Office**

HTA is the Contracting Office and is responsible for overseeing the contract resulting from this solicitation, including monitoring and assessing the contractor's performance.

### **5. Interest Form**

HTA will not require an interest form for this solicitation.

### **6. Pre-submittal Orientation Meetings**

HTA will not hold pre-proposal meetings for this solicitation.

### **7. Submission of Written Questions**

(a) Written Questions. HTA welcomes written questions from applicants in order to ensure openness and transparency and improve understanding of the solicitation. Applicants may submit written questions in electronic format to the email address of the HTA Procurement Officer identified in this solicitation. To expedite responses, applicants are required to submit questions on a Microsoft Word document. Each question must cite the solicitation page and paragraph that is the source of the question. HTA will respond to written questions as discussed below.

(b) Deadline. Deadline for submission is listed in the timetable.

(c) Responses. The HTA Procurement Officer will combine the questions from all applicants into a single list. Similar questions may be combined and responded to as a single question. The HTA will provide the combined set of questions and responses to all applicants at the same time. The applicant who submitted the question will not be identified in the responses. The HTA will act in good faith in providing responses, but may decide, in its sole discretion, not to respond to some questions. Depending on the number and type of

questions received, the HTA's responses to written questions submitted by applicants, who have submitted the Interest Form with their contact information, will be provided to all applicants. The HTA's interpretation of the written question and its response will also be posted on HTA's website. However, if the volume and type of questions preclude the HTA from meeting this deadline, the HTA will notify applicants, who have submitted the Interest Form with their contact information or through a posting on HTA web site, of the revised date for such response.

## **8. Proposals**

(a) Proposal. An applicant must submit a written proposal. The proposal must include comprehensive narratives that addresses all of the Proposal requirements. As used herein "response", "proposal", and "submittal" refer to all the requested documents, exhibits, attachments, executed and/or responsive appendices, acknowledgments, written comprehensive narratives, and other information described in and submitted in response to this solicitation.

(b) Response Submittal. Deadline for submission is listed in the timetable.

(1) All Responses delivered by mail, delivery service or in-person must be actually received by the HTA no later than the submittal deadline. Responses may be rejected if received after the designated date and time. The time clock maintained at the HTA Drop-Off Site will be used to record the official time for the actual receipt of proposals. The HTA office does not accept deliveries before 7:45 AM or after 4:30 PM HAST or on holidays or weekends.

(2) The required documents, their form and quantities, are listed in the Appendix.

(c) Solicitation Submittals Become the Property of HTA. All Proposals and other materials submitted will become the property of the HTA and will not be returned. The Authority reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Proposer is selected. Submittal of a response to this solicitation indicates acceptance by the Proposer of the conditions contained within the solicitation document.

(d) Contract. All or part of the solicitation and the selected Proposer's response to the solicitation may, by reference, become a part of the final Contract between the selected Proposer and the Authority resulting from this solicitation process.

(e) Expenses. Each applicant is solely responsible for all expenses incurred for the preparation of their Response and its participation in any pre-award presentation or discussions and other activities related to the evaluation process and/or the development and submission of any Response provided by an applicant in response to this solicitation, including without limitation, any travel related or presentation expenses incurred to present or discuss the applicant's Proposal submission. An applicant may not bill the HTA for any costs or expenses associated with its response to this solicitation. Any incumbent under any HTA contract may not use HTA-funded resources to prepare its Proposal.

(f) Protests. Any protest of anything in this solicitation or any referenced document, must be filed by the deadline for protests of the content of the solicitation in order to be timely.

## **9. Multiple or Alternate Proposals Not Allowed**

Multiple or alternate Proposals from the same applicant are not allowed. In the event alternate or multiple Proposals are submitted, all of the applicant's submissions may be rejected at the discretion of the HTA Procurement Officer.

## **10. Competitive, Multi-Step Sealed Proposals**

This solicitation will not require a multi-step process. However, the HTA reserves the right to request additional information in the form of written responses or oral presentations as needed.

## **11. Rejection of Proposals**

(a) Requirements Must Be Met. The HTA reserves the right to consider as acceptable, responsible and responsive only those Proposals submitted in accordance with all requirements set forth in this solicitation and that demonstrate an understanding of the services to be provided and challenges associated therewith.

(b) Changing Terms. Any proposal requiring any contract terms or conditions contradictory to those included in this solicitation and the Agreement attached at *Exhibit 3* may be rejected in its entirety without further notice. Applicants may suggest alternate terms or conditions with a specific explanation of how the change would result in improvements to price, schedule, or performance. The suggestion must specifically quantify the impact. Such suggestions are not accepted or implemented unless included in the final terms and conditions in the Agreement signed by both parties.

(c) Reasons. A Proposal may be automatically rejected for any one or more of the following reasons:

- (1) Failure to cooperate or deal in good faith;
- (2) Inadequate accounting system or internal controls;
- (3) Late proposals;
- (4) Failure to submit in accordance with the solicitation or otherwise inadequate response to the solicitation;
- (5) Lack of demonstrated experience or expertise; and
- (6) Failure to maintain standards of responsibility. Any Proposer found to have falsified any information to the Authority in relation to this or any other procurement, or which has been suspended or barred from doing business with the Authority, the State of Hawai'i including any of its subdivisions and agencies or the United States government, or which has been convicted of a felony related to procurement contracting with any unit of government, or which has failed to maintain necessary licensure or meet its tax or other obligations to a government agency may be rejected.

(d) The Authority, however, reserves the right to waive any or all informalities, irregularities or deficiencies when it considers a waiver to be in its and the public's best interest.

(e) Protests. Any protest of rejection of a proposal must be received by HTA within five (5) calendar days after receiving notice from HTA of the rejection of an applicant's proposal.

## **12. Solicitation Amendments**

The HTA reserves the right to amend this solicitation at any time prior to the deadline for the submission of final proposals.

## **13. Register of Responses**

After the date established for receipt of Responses, HTA will prepare a Register of Responses received, including, for all Responses, the name of each applicant and the date the HTA received the applicant's Response and any modifications to the Response. The Register of Responses will be open to public inspection only after award of the contract. Proposals and modifications will be shown only to personnel having a legitimate interest in them as required or authorized by law.

## **14. Opening of Proposals**

Upon receipt of a Proposal by the HTA at the designated location, the Responses, Response modifications, and withdrawals of Responses will be date-stamped, and when possible, time-stamped. The HTA will hold all documents so received in a secure place and not examine them for evaluation purposes until the submittal deadline. The time clock maintained at the Drop-off Site will be used to record the official time for receipt of proposals.

## **15. Public Inspection**

Procurement files, including responses, will be open to public inspection to the extent allowed by law only after a contract has been awarded and executed by all parties.

## **16. Presentations and Discussions with Applicants**

(a) Discretionary. In its discretion, the HTA may decide to select based on written Proposals alone as submitted and without any oral presentations or discussions.

(b) Applicants defined. As used herein in this solicitation, "Applicants" means only those businesses submitting Proposals that are acceptable or potentially acceptable. The term does not include businesses who submitted unacceptable Proposals.

(c) Presentations and Discussions defined. As used herein in this solicitation, "Presentations" means non-written communication by the Applicant to the Evaluation Committee under conditions set by the HTA. "Discussions" means any communication between an individual applicant and the Evaluation Committee or HTA staff for the purpose of allowing the HTA to complete its Proposal evaluation. Oral interviews may include presentations and discussions.

(d) Invitation. After evaluation of the Proposals, the HTA may invite applicants it considers to be in the competitive range to participate in pre-award presentations and discussions. The Procurement Officer may limit the number of proposals in the competitive range to a reasonable number that will permit an efficient competition among the most highly rated Proposals.

(e) Participation. Each applicant that accepts the invitation will be required to provide access to the applicant's team assigned to this effort. The applicant's team may include a Project Manager that the applicant proposes to assign as part of the core project team.

(f) Objectives. There are several objectives of the Presentation and Discussion, including:

- (1) To compare the HTA's requirements to the services proposed by the applicant as described in the written Proposal;
- (2) To allow the applicant to demonstrate how the requirements can be satisfied by the Proposal;
- (3) To identify significant gaps in required and proposed services as described in the written Proposal; and
- (4) To provide the applicant with an opportunity to discuss their methodology, scope of services and project plan.

(g) Location. The Presentation and initial Discussions will be at the HTA's facilities in the Hawai'i Convention Center on O'ahu. Discussions may continue orally or in writing and may be done over the phone, by email, letter, or other method. All discussions must be originated by HTA.

(h) Results. The HTA evaluation committee will evaluate each applicant on its participation in the Presentation and Discussions as part of its Phase Two Proposal evaluation unless HTA decides, in its sole discretion, to make an award based on written proposals alone.

(i) Conduct of Discussions. Applicants in the competitive range will be accorded fair and equal treatment with respect to any opportunity for Presentations and Discussions and revisions of Proposals. The HTA Procurement Officer for this solicitation will establish schedules and procedures appropriate for this phase of the procurement. If during discussions there is a need for any substantial clarification of, or change in, the solicitation, the solicitation may be amended by a modification to incorporate such clarification or change. Auction techniques (revealing one applicant's price to another) and disclosure of any information derived from competing Proposals are prohibited. Any substantial oral clarification of a Response must be reduced to writing by the applicant.

## **17. Modifications, Additional Materials and Documentation**

Request. After the receipt of Proposals, if HTA deems it desirable and in its best interest, the HTA may, in its sole discretion, request that the applicant provide additional information to clarify or supplement, but not basically change, any Response as submitted. Applicants may submit revised Responses only if requested or allowed by the HTA Procurement Officer. Written responses must be provided as requested. Failure by any applicant to provide the additional requested information or to participate in a requested meeting may be a cause for disqualification as being nonresponsive to this solicitation. The applicant will have the responsibility to document all clarifications as change pages to the Response.

## 18. Notice of Selection

(a) Notice of Selection. Upon the HTA's final selection of the successful applicant a notice of selection will be issued to the selected applicant. This solicitation may be used to hire one or more Vendors.

(b) Notice of Non-selection. A notice will also be sent to all non-selected applicants upon completion of the evaluation process. The notice of non-selection triggers the right to request a debriefing and starts the clock for protests based on non-selection. The debriefing may be written or oral and may be included in the Notice of Non-selection.

(c) Execution. Upon notice of selection, appropriate sections of the selected applicant's proposal will be used by the HTA Procurement Officer to create the Statement of Services. The applicant will promptly execute the Agreement for the services awarded to the selected applicant. Upon execution by the selected applicant of the Agreement, the selected applicant will be referred to as the "Contractor".

(d) State Approvals. Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, as may be required by statute, regulation, rule, order or other directive.

(e) HTA Board of Directors Funding Approval. Funding for multi-year contracts and options is subject to the approval of an annual fiscal year budget by the HTA Board of Directors. In the event the Board does not fund the budget item used to fund this contract, the contract may be terminated for the convenience of the government.

(f) Start Work Date. No work is to be undertaken by the selected applicant prior to the contract commencement date after contract execution by both parties. HTA is not liable for any costs incurred prior to the official starting date.

## 19. Confidential Information

(a) Procurement Sensitive Information. Each proposal will be considered to contain procurement sensitive information whether or not it is so marked. No part of a proposal will be released to other applicants or the public prior to contract execution.

(b) Marking Confidential and Proprietary Materials. If an applicant believes any portion of a Proposal contains proprietary and/or commercial information that should be withheld from the public due to competitive injury that would result from public release during or after the solicitation, the applicant must mark designated proprietary data as confidential and provide justification to support confidentiality. Such data must accompany the Proposal, be clearly marked, and must be readily separable from the Proposal to facilitate eventual public inspection of the non-confidential sections. Unless designated "Confidential and Proprietary," the Proposal will be available for public inspection after the award of the contract.

(c) Acceptable markings. Applicants that include in their Proposals data that they do not want disclosed to the public for any purpose, or used by the HTA except for evaluation purposes, will be subject to the restrictions stated below.

- (1) An applicant must mark the title page with a legend substantially similar to the following in accordance with the applicant's standard procedure or advice of counsel or other experts:

"This Proposal includes proprietary and confidential data that may not be disclosed outside the HTA and may not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this Proposal."

- (2) The applicant must mark each sheet of data the applicant wishes to restrict with a legend substantially similar to the following in accordance with the applicant's standard procedure or advice of counsel or other experts:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

- (3) If, however, a contract is awarded as a result of, or in connection with, the submission of data, the HTA will have the right to duplicate, use, or disclose the data to the extent

provided in the resulting contract. This restriction does not limit the HTA's right to use information contained in proposals if it is obtained from another source without restriction.

(d) Post Award Disclosures. The HTA may disclose the following information in post award debriefings to other applicants:

- (1) The overall evaluated cost or price and technical rating of the successful applicant. (Note that the total price is not considered confidential and will not be withheld.)
- (2) The range of scores and relative ranking of the applicant, if any ranking was developed by HTA during source selection.

## **20. Public Disclosure**

Upon execution of the written contract, all documents submitted by the contractor and maintained by the HTA will be subject to public inspection and copying under the Hawai'i Uniform Information Practices Act provided in chapter 92F, Hawai'i Revised Statutes; provided that, any confidential commercial or proprietary information may be withheld in accordance with law.

## **21. Vendor Clearance**

Hawai'i state law requires a Vendor Compliance Certificate (Tax Clearance, DCCA and DLIR clearances) for all purchases/contracts of \$2,500 or more. These clearances are required prior to contract execution and must be maintained up to the time of final payment. Government agencies are exempt from this requirement. Hawai'i Compliance Express (HCE) allows organizations contracting with state and county agencies to quickly and easily demonstrate they are in compliance with state procurement laws.

There is a \$12 annual registration fee for the service. To register, go to:

<http://vendors.ehawaii.gov>, complete the easy step-by-step process and pay with a credit card.

## **22. Legal requirements**

All contracts with HTA are subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the applicant will in no way be cause for relief from responsibility.

## **23. Campaign Contributions by State and County Contractors**

Applicants are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions to any political party, committee or candidate or to any person for any political purpose or use are prohibited from HTA contractors during the term of the contract. For more information, FAQs are available at the Hawai'i Campaign Spending Commission webpage at [www.hawaii.gov/campaign](http://www.hawaii.gov/campaign).

## **24. Execution of Contract**

(a) Exceptions. Proposals requiring any exceptions to the General Conditions included as an Exhibit to this solicitation may be rejected in their entirety without further notice. Applicants may suggest alternate terms in the form of special conditions with a specific explanation of how the change would result in improvements to price, schedule or performance. Such suggestions are not accepted or implemented unless included in the final terms and conditions in the Agreement signed by both parties.

(b) Execution. Upon the receipt of all required information, documentation, attachments, and the certificate of vendor compliance the contractor and the HTA will execute the final written agreement.

(c) Unauthorized Work. Unless otherwise agreed, a contractor may not perform any work prior to the execution of a written contract by the HTA and a contractor. All unauthorized work performed by the contractor prior to the execution of the written contract will be at the contractor's sole cost and expense.

## **25. Protests**

(a) Raising Concerns. Interested parties who have concerns regarding a solicitation, specifications, award or other decision of the procurement officer should first discuss the concern with the HTA procurement officer within the protest time periods provided for in this solicitation.

(b) Protests. If the procurement officer does not resolve the concern to the satisfaction of the interested party, the interested party may formally protest to the HTA's President and Chief Executive Officer.

(c) Timeliness. Interested parties must file any protest regarding the terms of the solicitation, the service specifications or documents referenced in the solicitation in writing prior to the deadline for protests of the content of the solicitation. Applicants must file any protest relative to rejection of proposals, non-inclusion in the competitive range, the contract award or other perceived wrongs in writing within five (5) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto, or within five (5) calendar days of the postmark or the electronic transmission date of a notice from HTA. Any issue or claim that the applicant does not protest in a timely manner is waived. Discussing concerns with the procurement officer or other HTA officials or engaging in other forms of dispute resolution does not stay the timeliness clock for protests.

(d) Notice of Protest. The Notice of Protest will be postmarked by USPS or hand delivered to the persons indicated below within five (5) calendar days after the postmark or electronic transmission date, whichever is earlier, of the deadline for protests listed in the procurement timeline, the Notice of Award or other notice sent to the protestor:

- (1) The President and Chief Executive Officer of the HTA; and
- (2) The HTA Procurement Officer who is conducting the procurement.

The HTA will consider delivery services other than USPS submitted on the date of actual receipt by the HTA.

President and CEO: George D. Szigeti

HTA Procurement Officer: Ronald D. Rodriguez

Mailing Address: Hawai'i Tourism Authority, Hawai'i Convention Center,  
First Level, 1801 Kalākaua Avenue Honolulu, Hawai'i 96815

## **26. Availability of Funds**

The award of a contract and any allowed change, renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawai'i, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

## **27. Cancellation of Request for Proposal**

The HTA may cancel the solicitation and any or all Proposals may be rejected in whole or in part, when it is determined to be in the best interests of the HTA. Each applicant is solely responsible for all expenses incurred for the preparation of the Proposal and its participation in any pre-award presentation or discussions and other activities related to the evaluation process even if the process does not result in award of a contract to any party.

## **28. Electronic Transmissions**

The HTA may transmit letters or provide responses to questions to applicants via email (in lieu of letters by mail) for all matters regarding this solicitation after receipt of Proposals. The HTA will use the email address provided by the applicant on the Interest Form. If the HTA sends letters via email, successful transmission of the letter, as evidenced by the "Sent" date shown on the HTA's email, will constitute official notification to and receipt by the applicant. The date and time recorded on the HTA's "Sent" email will be the official date and time of receipt by the applicant. On rare occasion, the HTA may use facsimile in lieu of either letter by mail or of email. In such a case, the facsimile will be sent to the number provided by the applicant, and the facsimile transmission report will serve as the official date and time of receipt by the applicant. This clause does not affect any previously stated submission requirements for proposals or quotes.

## **29. Organizational Conflicts of Interest**

(a) Applicants must advise the HTA of any existing or potential Organizational Conflicts of Interest (OCIs) during the solicitation process and prior to contract negotiation.

(b) The applicant must also complete and submit the Conflict of Interest Form, attached as Appendix D to this solicitation with their proposal.

### **30. Suspended or debarred contractors**

A person or affiliate who is under investigation for procurement impropriety or is currently suspended or debarred in any jurisdiction, or placed on a convicted applicant list may not submit a proposal on a contract to provide any goods or services to the HTA and may not be awarded or perform work as a contractor, employee, agent, supplier, subcontractor, or consultant.

### **31. Collusion**

The applicant, by submitting a proposal, certifies that its proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the HTA. The applicant certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The applicant further certifies that it is in compliance with the conflict of interest and code of ethics laws. The HTA will investigate all situations where collusion may have occurred and the HTA reserves the right to reject any and all proposals where collusion may have occurred.

### **32. Terms and Conditions of Contract**

(a) Contract Type. This contract is a Fixed-Price contract.

(b) Period of performance. This contract has a period of performance of forty-two (42) months with no options to extend.

(c) Not to Exceed. The HTA has not set a not to exceed amount for goods and services under this contract. The evaluation committee and selecting official will perform a price-performance trade-off evaluation to determine the proposal that is most advantageous to the state.

(d) Payments. Vendor shall propose a payment schedule. Please note that HTA cannot pay for any goods or services until they are received and accepted.

(e) Termination. During the term of the contract awarded pursuant to this solicitation, the HTA will review the performance of contractor and may terminate the contract for reasons such as non-performance of the contractor, including the failure to exceed HTA targets, change in the funding for this program, or for the convenience of the STATE.

(f) Interpretation. The order of precedence for interpreting the contract will be:

- (1) Hawai'i State law; then
- (2) The Executed Agreement with any modifications, amendments or other properly documented changes; then
- (3) The solicitation as amended; then
- (4) HTA regulations, policies or procedures; then
- (5) The contractor's final proposal; then
- (6) Course of conduct, then
- (7) Course of dealing, then
- (8) General principles of government contracting; then
- (9) Industry practices.